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NO TRANSFER NECESSARY
J. CRAIG SNODGRASS, CPA, CGFM
LORAIN COUNTY AUDITOR

Ymrm 1-18-23
DEPUTY

Dove Manufacturing Environmental Covenant

Page 1 Fee Amt: \$90.00 Page 1 of 9
Lorain County, Ohio
Mike Doran County Recorder
File **2023-0903998**

To be recorded with Deed
Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by DMACK Realty LLC ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described in section 2 herein ("the Property"), to the activity and use limitations set forth herein.

Whereas, this Environmental Covenant concerns an area known as the former Dove Manufacturing facility located at 27100 Royalton Road Columbia Station, Lorain County, Ohio 44028 ("the Property").

Whereas, from 2006 until November 2018, previous owner, Dove Manufacturing, Inc., operated a machine shop and foundry building where they manufactured screw machine parts for high-performance automotive and racing equipment. Dove Manufacturing also manufactured biodiesel inside the foundry building. In October 2017, Dove Manufacturing notified Ohio EPA it was ceasing operations.

Whereas, Ohio EPA conducted numerous inspections—and discovered unevaluated hazardous waste at the Property.

Whereas, In December 2017, Ohio EPA sampled the containers of waste at the Property and determined the waste was hazardous waste. Ohio EPA determined the Property was an unlawful hazardous waste facility and subject to hazardous waste closure.

Whereas, On September 25, 2019, DMACK Realty LLC acquired ownership of the Property and the deed of record is recorded as File 2019-0731797 in the records of the Lorain County Recorder.

Whereas, On March 3, 2022, DMACK Realty LLC submitted a Sampling and Analysis Plan (SAP), in lieu of a hazardous waste closure plan, to Ohio EPA for review and approval per the mediation agreement resulting from the Complaint filed in the Lorain County Court of Common Pleas in July 2020. The SAP was implemented on March 22, 2022, and an SAP Report was submitted on April 19, 2022. As a result of the SAP, elevated levels of metals were detected, and with the recording of this environmental covenant, no soil remediation is required to meet the closure performance standard.

Whereas, the Administrative Record is maintained as the file titled Dove Manufacturing

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or DMACK Realty in the Ohio EPA Northeast District Office, 2110 East Aurora RoadTwinsburg, Ohio 44087.

Now therefore, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns an approximately 3.6-acre tract of real property owned by Owner, located at 27100 Royalton Road Columbia Station, in Lorain County, Ohio, Parcel Number 1200085000012, and more particularly described in Exhibit A attached hereto and hereby incorporated by reference herein ("Property").

3. Owner. This Property is owned by DMACK Realty LLC ("Owner"), who is located at 9515 Memphis Avenue, Brooklyn, Cuyahoga County, Ohio 44144.

4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is the Owner listed above.

5. Activity and Use Limitations. Owner hereby imposes and agrees to comply with the following activity and use limitations:

A. The Property shall not be used for residential activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, preschools and (K-12) educational facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

B. Limitation on Ground Water Use and Extraction. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring, or remediation of the groundwater.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below,

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constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner, during the time that the Owner owns the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law.

8. Rights of Access. Owner hereby grants to Ohio EPA's authorized representatives the right of access to the Property for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owner or any Transferee shall annually submit to Ohio EPA, before June 1st of each year, written documentation, which complies with the requirements of Ohio Administrative Code (OAC) rule 3745-50-42(B)-(D), verifying that the activity and use limitations remain in place and are being complied with in accordance with this Environmental Covenant.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in

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the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 20____, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____ COUNTY RECORDER ON _____, 20____, IN [DOCUMENT _____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

A. The Property shall not be used for residential activities. The term "residential activities" shall include, but not be limited to, the following:

- (i) Single and multi-family dwelling and rental units;
- (ii) Day care centers, preschools and (K-12) educational facilities;
- (iii) Correctional facilities;
- (iv) Transient or other residential facilities; and
- (v) Production of food-chain products by agricultural means for animal or human consumption.

B. Limitation on Ground Water Use and Extraction. No extraction of ground water for potable use.

Owner or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- A. that the Owner is the sole owner of the Property;
- B. that the Owner holds fee simple title to the Property and that the Owner conducted a current title search that shows that the Property is not subject to any interests or encumbrances that conflict with the activity and use limitations set forth in this Environmental Covenant;

- C. that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected;
- E. that the Owner has identified all other persons that own an interest in or hold an encumbrance on the Property and, if applicable, notified such persons of the Owner's intention to enter into this Environmental Covenant.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owner or a Transferee, if applicable; and the Director of the Ohio EPA, pursuant to ORC § 5308.82 and 5301.90 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the County Recorder's Office, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the County Recorder's Office. Owner shall certify to Ohio EPA that the Environmental Covenant has been filed for recording, and include with the certification a file and date-stamped copy of the Environmental Covenant

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA.

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Division of Environmental Response and Revitalization
Ohio EPA – Central Office
Lazarus Government Center
Division of Environmental Response and Revitalization
PO Box 1049
Columbus, Ohio 43216-1049
Attn: DERR Records Management Officer

Or, send electronically to: records@epa.state.oh.us

And

Ohio EPA – Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn: DERR Site Coordinator for Dove Manufacturing

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As to Owner:

DMack Realty, LLC
an Ohio Limited Liability Company
c/o Lynn McMahn, Member
9515 Memphis Avenue
Brooklyn, Ohio 44114

The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

Dmack Realty, LLC
an Ohio Limited Liability Company

Lynn McMahn, Member
Lynn McMahn, Member

11-01-2022
Date

State of OHIO)
County of LOKSAI~)

ss:

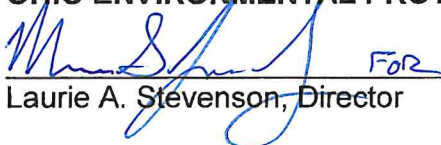
Before me, a notary public, in and for said county and state, personally appeared Lynn McMahn, Member, a duly authorized representative of DMACK REALTY, LLC, who acknowledged to me that she did execute the foregoing instrument on behalf of said Liability Company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 1st day of November, 2022

JAMES N. TAYLOR, Attorney at Law
Notary Public - State of Ohio

My Commission has no expiration date
Sec. No. 147.03 R.C. Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY


Laurie A. Stevenson, Director

12/20/2022
Date

State of Ohio)
)
County of Franklin) ss:

Before me, a notary public, in and for said county and state, personally appeared Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 20th day of December, 2022


Notary Public



WILLIAM R. DAMSCHRODER
Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

✓
This instrument prepared by:

Sarah M. Miles
Office of Legal Services, Ohio EPA
50 West Town Street, Suite 700
Columbus, OH 43215

Situated in the Township of Columbia, County of Lorain, and State of Ohio: Being part of Original Lot 85 of said Township

Beginning at the Southeasterly corner of said Lot No. 85;

Thence North 85 deg. 32' 15" West, along the Southerly line of said Lot No. 85, being also the centerline of the Twinsburg-Elyria road, 110 feet wide, 710.95 feet to a point and the principal place of beginning of the premises herein described;

Thence North 85 deg. 32' 15" West, along the centerline of the Twinsburg-Elyria road, 232.42 feet to a point;

Thence North 5 deg. 22' 05" East, 641.56 feet to a point;

Thence South 85 deg. 32' 15" East, 248.37 feet to a point in the Westerly line of Jean Drive; (proposed)

Thence South 5 deg. 22' 05" West, along the Westerly line of Jean Drive (Proposed) 570.60 feet to a point of curvature;

Thence Southwesterly along the arc of a circle deflecting to the right, 25.19 feet to a point, said arc having a radius of 16.20 feet and a chord of which bears South 49 deg. 54' 55" West, 22.73 feet;

Thence South 05 deg. 22' 05" West, 55.01 feet to the centerline of the Twinsburg-Elyria Road and the principal place of beginning of the premises herein described and containing within said bounds about 3.6362 acres.

PARCEL NO.: 12-00-085-000-012

PROPERTY ADDRESS: 27100 Royalton Road, Columbia Station OH 44028

EXHIBIT "A"

JAMES N TAYLOR CO LPA
411 EAST AVE
ELYRIA, OH 44035